RECENT CASES.

BANK CHECK—DEPOSIT FOR COLLECTION—CORRESPONDENT BANK—DEPOSITOR'S AGENT—WILSON v. CARLINVILLE NATIONAL BANK, 58 N. E. 250 (Ill).—A customer deposits with his bank a check for collection. The depositary transmits the check for collection to its correspondent bank, using reasonable care in selecting such correspondent bank. *Held*, the correspondent bank becomes the agent of the depositor for such collection, and the depositary is not liable to the depositor for any negligence on the part of the correspondent bank.

The authorities on this point, namely, whether the correspondent bank is agent for the depositary bank or the depositor, are in direct conflict. The sounder rule seems to be that it is agent for the depositary bank. This is the rule in England, United States Courts, Michigan, Minnesota, Montana, New Jersey, New York, and Ohio. But the following States hold that the correspondent bank is agent of the depositor: Connecticut, Illinois, Iowa, Kansas, Maryland, Massachusetts, Mississippi, Missouri, Nebraska, North Carolina, Tennessee, Wisconsin. See 3 *Am. & Eng. Ency. Law*, 810.

CARRIERS—LIABILITY FOR APPROPRIATION OF GOODS—CONTRIBUTION—LEIFERT ET AL v. GALVESTON L. & H. RY. CO., 57 S. W. 899 (Tex.)—Goods were wrongfully delivered by a connecting carrier to a steamship company instead of to the owner, and were carried to another place. The said company, having had notice of the ownership, claimed a lien for freight and sold the goods. *Held*, liable for conversion.

Counsel for defendant insisted that there could be no liability, as the law required the company, as a common carrier, to receive and transport goods tendered by connecting lines; however, the company was held liable on the ground that a carrier has no lien when the property is received from a wrongful holder, or from one not authorized to ship. 5 *Am. & Eng. Ency.* 403. *Saltus* v. *Everett*, 20 Wend. 275. This case is distinguishable from *Price* v. *Railroad Co.*, 21 Pac. 188, and *Patten* v. *Railroad Co.*, 29 Fed. 590, as the carrier had no authority, either as a general or a special agent, to ship the goods beyond the destination named in the bill of lading. As they were joint feasors, the steamship company is not entitled to contribution from the connecting carrier.

CARRIERS OF PASSENGERS—USE OF RAILROAD GROUNDS—CONTRACT—B. & A. R. R. CO. v. BROWN, 58 N. E. 189 (Mass.).—In this case the Massachusetts rule adopted in *Railroad Co.* v. *Tripp*, 147 Mass, 35, 17 N.E. 89, is followed. This rule is that a railroad company may give a hackman the *exclusive* right to solicit passengers upon its premises. *Railroad Co.* v. *Tripp* has been followed in *Godbont* v. *St. Paul Union Depot Co.*, 81 N. W. 835 (Minn.). But, aside from these two cases, the authorities are unanimous to the effect that no *exclusive* privilege can be given. *State* v. *Reed*, 76 Miss. 211; *McConnell* v. *Pedigo & Hayes*, 92 Ky. 465; *Railroad Co.* v. *Langlois*, 9 Mont. 419; *Cravens* v. *Rogers*, 101 Mo. 247; *Hack & Bus Co.* v. *Sootsina*, 84 Mich 194; *Hedding* v. *Gallagher et al*, 69 N. H. 650, 46 Atl. 96, 9 YALE LAW JOURNAL 231. The principle deciding